

Preliminary Injunction, and Permanent Injunction, (4) the Declaration of Curtis Flood in Support of Arena Energy, LP's Verified Original Complaint and Application for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction, and (5) the Declaration of Sylvanus M. Polky in Support of Arena Energy, LP's Verified Original Complaint and Application for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction and the exhibits attached to these documents. The Court has considered its inherent authority, and the Court has heard statements in support of the application and received evidence at a hearing before the Court. The Court FINDS:

The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1391(b) and 1409.

Plaintiff Arena is entitled to issuance of a temporary restraining order pursuant to Bankruptcy Rule 7065 (incorporating Rule 65, FRCP).

Arena established (1) a substantial likelihood of success on the merits; (2) that absent preliminary injunctive relief, they are likely to suffer irreparable harm; (3) that the balance of equities is in their favor; and (4) preliminary injunctive relief is in the public interest. All findings made on the record are incorporated pursuant to Bankruptcy Rule 7052.

The Court ORDERS:

1. W&T and 31 Group are enjoined from using in any way Arena's confidential information including the information they obtained or accessed from Arena's virtual data room as well as any notes, copies, summaries, analyses, studies, forecasts, or other materials, information, or conclusions derived from Arena's information.

2. W&T and 31 Group are required to return and send to Arena all confidential information that 31 Group and W&T obtained directly or indirectly from the virtual data room and destroy any notes, copies, summaries, analyses, studies, forecasts, or other materials, information, or conclusions derived from Arena's information.

3. W&T and 31 Group must cease and desist from any and all use of Arena's confidential information.

4. W&T and 31 Group certify in writing to Arena that they have complied with (1-3) above.

5. W&T and 31 Group must identify any person or entity to whom they have disclosed the information contained in the data room or any notes, copies, summaries, analyses, studies, forecasts, or other materials, information, or conclusions derived from Arena's information.

The Court will conduct a hearing on Plaintiff's Application for a Preliminary Injunction at ____: ____ .m. on September ____, 2020.

This temporary restraining order shall remain in full force and effect until it expires at ____: ____ .m. on September ____, 2020, unless either terminated earlier by court order or further extended as provided by law or agreement of the parties.

Pursuant to Bankruptcy Rule 7065, no bond is required.

Houston, TX

Dated: _____

HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE